

RON COMINGDEER & ASSOCIATES, P.C.

ATTORNEYS AT LAW

6011 NORTH ROBINSON

OKLAHOMA CITY, OKLAHOMA 73118-7425

(405) 848-5534

FACSIMILE (405) 843-5688

RON COMINGDEER
MARY KATHRYN KUNC

*00 FEB 29 AM 10 11

OF COUNSEL
O. RANDALL SPINDLE
F. TRENT DENSMORE

February 28, 2000
EXECUTIVE SECRETARY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Pkwy
Nashville, TN 37243-0505

PAID T.R.A.	
Chk #	9227
Amount	25.00
Rcvd By	JK
Date	2-29-00

00-00150

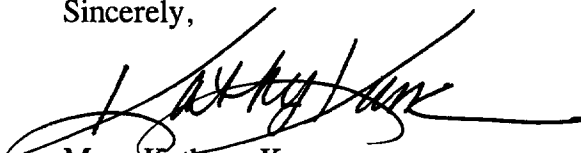
RE: Application of Suretel, Inc. to Provide Competing Local Telecommunications Services in the State of Tennessee

Dear Mr. Waddell:

Enclosed please find an original and fourteen (14) copies of Suretel, Inc.'s Application to Provide Competing Local Telecommunications Services in the State of Tennessee. Please stamp/file the additional copy of the Application and return to me in the enclosed self addressed stamped envelope. Suretel is requesting to initially provide prepaid local exchange telecommunications services, and as such is requesting a waiver of IntraLATA Dialing Parity in the Application. However, if a separate Petition for Waiver of IntraLATA Dialing Parity needs to be filed, please contact me.

Should you have any questions or comments, please call.

Sincerely,



Mary Kathryn Kunc

MKK/db

Mr. Phil Baker - Suretel, Inc.
Mr. Charley Harrell - Suretel, Inc.
Mr. Tom Boothe - Suretel, Inc.
Mr. Tom Riley - Suretel, Inc.

POSTED
2-29-00

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In the Matter of the Application of)
Suretel, Inc. for a Certificate to)
Provide Competing Local)
Telecommunications Services)

No. 00-00150

REC'D TN
REGULATORY AUTH.
OCT 23 AM 10 11

EXECUTIVE SECRETARY

**APPLICATION FOR CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Suretel, Inc. ("Suretel") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to Suretel authority to provide prepaid local telecommunications services within the State of Tennessee. Suretel is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of prepaid local telecommunications services.

1. The Applicant is Suretel, Inc., ("Suretel" or "Applicant") with its principal office located at 5 N. McCormick, Oklahoma City, Oklahoma 73127-6020; Telephone: (405) 942-1177 or (800) 386-5977, Fax: (405) 942-6298 or (800) 232-1908.

2. Correspondence concerning the ongoing operations of Suretel should be addressed to:

Mr. Thomas C. Boothe, General Manager
Suretel, Inc.
5 N. McCormick
Oklahoma City, OK 73127-6020
Telephone: (405) 942-1177 or (800) 386-5977

Questions regarding this application should be directed to:

Mr. Ron Comingdeer
Ms. Mary Kathryn Kunc
Ron Comingdeer & Associates, P.C.
6011 N. Robinson
Oklahoma City, OK 73118

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2-24-00
00-00150

Telephone: (405) 848-5534
Fax: (405) 843-5688

3. The name and address of Suretel's registered agent in the State of Tennessee is:

CT Corporation System
530 Gay Street
Knoxville, Tennessee 37902

4. The names and addresses of the Applicant's principal corporate officers and directors responsible for Tennessee local operations are listed in Exhibit "A" to this Application.

5. Suretel is a privately-owned Oklahoma corporation formed on June 21, 1996. A copy of Suretel's Articles of Incorporation are attached hereto as Exhibit "B". A copy of Suretel's Certificate of Authority to transact business in the State of Tennessee is attached hereto as Exhibit "C".

6. Suretel is certificated to offer resold local exchange services in the States of Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Oklahoma and Texas.

7. Suretel seeks authority to offer and provide resold local exchange telecommunications service, including local calling ("dialtone"), initially on a prepaid, toll blocked-basis only. Although initially Suretel intends to offer its telecommunications services only in the exchanges of BellSouth and Sprint/United in Tennessee, Suretel eventually plans to offer resold local exchange services to business and residential customers located throughout Tennessee, subject to Federal law, and any state law and orders of the TRA regarding areas served by independent local exchange company areas.

Prepaid services are services for which a company does not perform consumer credit checking or application screening and which are paid for prior to services being rendered. In other words, toll blocked services are structured to attract customers who do not currently have telephone service; therefore, approval of this Application will provide an opportunity to improve penetration

rates in Tennessee and enhance the possibility of universal service in the State. The advantages of Suretel's program are many. Customers with local telephone service have access to emergency services, such as 911, for fire, police, or medical reasons, and have the sociological benefit of easy access to family, friends, and economic opportunities. Those individuals who, for whatever reason, have been denied service, can have it with Suretel.

As part of its initial proposed service of offering prepaid, toll-blocked limited local exchange service, Suretel will block all direct-dial long distance calls, collect calls, operator-assisted calls and third-number billed calls so that the service is a known, limited cost to the customer each month. All Suretel customers will be required to sign an Application for Service and to pay a service initiation charge and the full first month's service charge prior to receiving service. Suretel will offer business and residential customers the proposed services, including basic dial tone and optional services and features, through the resale of services currently offered by the incumbent LECs. The quality of service that Suretel's local exchange customers receive will be at least equivalent to that provided by the respective LECs.

After selecting the services desired, (e.g., Call Waiting, Caller ID, etc.), the individual will fill out Suretel's simple Application for Service and pay in advance for that service. Immediately after receipt of payment, Suretel will follow the procedures established by the RBOC and will order those services. Suretel will offer the optional services and features of the incumbent carrier. The customer must pay in advance each month to extend his service.

8. Suretel is a wholly-owned subsidiary of Chickasaw Holding Company ("CHC"). CHC's corporate organization chart, attached to this Application as Exhibit "D", depicts the multi-faceted nature of CHC's operations in all areas of the telecommunications industry. One of its subsidiaries, Chickasaw Telephone Company, has operated as an incumbent local exchange

telephone company since 1909. It is located in Sulphur, Oklahoma and serves over 8,000 customers in the south central part of the state. The Chief Executive Officer, Mr. Royce Gaunt, is the second generation to own and operate the company. He has done so since 1954. Chickasaw Telephone Company was one of the first independent telephone companies in Oklahoma to install digital switching and the first to install fiber optic cable. A CHC subsidiary operates over five hundred (500) miles of state-of-the-art fiber optics while another subsidiary holds the contract to manage the fiber optic network of the State of Oklahoma which delivers video and data to state universities, colleges, vo-techs and K-12 schools, as well as to the state itself. Chickasaw Cellular Corp. has been active in cellular telephony since 1985 and owns 22.4% of the Oklahoma City MSA and 20% of the RSA from Oklahoma City to the Texas state line north of Dallas.

9. Suretel is financially qualified to provide its proposed telecommunications services. Suretel, Inc. is not a publicly-held Corporation, and as such, requests that Suretel's most current Statement of Operations and Balance Sheet not be made available to the public, and be provided pursuant to the appropriate "Protective Order". Pending issuance of an appropriate "Protective Order", Suretel's financial information shall be provided under seal to the TRA. Suretel has adequate access to capital as necessary to fulfill any of its obligations with respect to reselling local exchange services.

10. Suretel is technically qualified to provide the proposed telecommunications services. As a reseller of local exchange services, Suretel plans to utilize the switching facilities of underlying local carriers with their facilities and equipment. As such, Suretel will be relying upon the underlying carriers' technical expertise for operation, maintenance and supervision of switching equipment and network facilities. Suretel's management, as demonstrated by its long history of providing telecommunications services, has the technical and managerial expertise to monitor that

the underlying carrier is properly operating and maintaining its services and to ensure that correct interfaces and operational support systems are in place. Exhibit "E" to this Application discusses the technical expertise of telecommunications experience of management of CHC, Suretel's parent company.

11. Neither Suretel, nor any principal in Suretel, have been denied a Certificate of Service or had its certification revoked or suspended in any jurisdiction in this or another name.

12. Neither Suretel nor any of its management has any interest in any entity that has had regulatory approval revoked or suspended in Tennessee or in any other State, nor are they involved in any current proceeding to this effect. Suretel has never been cited or had formal complaints filed by any regulatory or consumer body for slamming or for any other deceptive or unwarranted trade practice.

13. Neither Suretel, nor any principal in Suretel, have been associated with a business who has ceased providing telecommunications services in any state.

14. Neither Suretel, nor any principal in Suretel, have been convicted of any crime or crimes, or charged in court with any fraudulent or dishonest acts in any transaction of any kind, or confined in any penal institution.

15. All customers will be provided a toll free number, on their monthly billing statement, for customer service. If any customer reports a problem with billing, quality of service, or a problem with an agent or employee, Suretel will take any appropriate action deemed necessary to accommodate the customer. Suretel will utilize a computerized system for recording customer complaints. The system will record all relevant information concerning a complaint and permit tracking, documentation and storage of information.

16. Suretel will bill its customers directly. A copy of Suretel's invoice is attached hereto as Exhibit "F".

17. Suretel will be utilizing television, radio, and newspaper to market their services in Tennessee.

18. For Suretel's initial offering of Prepaid services, their customers have been either disconnected or denied services and therefore, usually are not switched from another telecommunications service provider. However, in the event a customer chooses to switch from an existing telecommunications provider to Suretel a service application, similar to the one attached as Exhibit "G", is utilized.

19. Suretel plans to employ approximately 35 employees in the State of Tennessee.

20. As a multi-state company, headquartered in Oklahoma, it would impractical for Suretel to maintain separate records in each state in which it is providing service. Suretel hereby requests permission to maintain its records at 5 N. McCormick, Oklahoma City, OK 73127, (405)946-1200. Suretel shall cooperate with the Tennessee Regulatory Authority to provide access of such records to the TRA upon request.

21. Suretel's independent auditor is :

Travis Wolfe & Company, L.L.P.
5580 LBJ Freeway, Suite 400
Dallas, TX 75040-6265
Telephone: (972) 661-1843

Suretel's internal auditor is Patrick Anthony.

22. Suretel has attached a copy of its informational tariff, containing Applicant's terms and conditions of service for the services proposed herein, as Exhibit "H". Suretel is currently in the process of negotiating a Resale Agreement with the incumbent LEC, and will provide rates as soon as the Agreement is entered into.

23. Suretel requests a waiver of IntraLATA IntraLATA Equal Access (dialing parity). Suretel is a local exchange carrier with fewer than two (2) percent of the Nation's subscriber lines installed in the aggregate nationwide. The Telecommunications Act of 1996 requires, among other things, and specifically that all local exchange carriers to provide dialing parity [47 U.S.C. §251(b)(3)] as that term is defined in 47 U.S.C. §153(15). Title 47 U.S.C. §251(f)(2) provides that local exchange carriers serving fewer than two percent (2%) of the nations subscriber lines, may petition a state commission, i.e., the Tennessee Regulatory Authority ("Commission"), for suspension or modification of the application of a requirement or requirements of subsections 251(b) and (c). The state commission shall grant such petition to the extent that, and for such duration as, the state commission determines that such suspension or modification is necessary (i) to avoid a significant adverse economic impact on users of telecommunications services generally; (ii) to avoid imposing a requirement that is unduly economically burdensome; or (iii) to avoid imposing a requirement that is technically infeasible; and is consistent with the public interest, convenience, and necessity. The state commission shall act upon any petition filed under 47 U.S.C. §251(f)(2) within 180 days after receiving such petition. Pending such action, the state commission may suspend enforcement of the requirement or requirements to which the petition applies with respect to the petitioning carrier or carriers.

On March 19, 1999, the Federal Communications Commission ("FCC") issued an Order in CC Docket No. 96-98, wherein the FCC extended the deadline of February 8, 1999, for full

implementation of intraLATA toll dialing parity [47 U.S.C. §251(b)(3)], and granted a limited waiver of the rules establishing a schedule for the FCC's review of intraLATA toll dialing parity plans, where a State commission has not acted on a local exchange carriers ("LEC") application to implement intraLATA toll dialing parity.

Suretel, Inc. is a competitive local exchange carrier requesting authority to provide resold local exchange services on a prepaid basis only in the State of Tennessee. Suretel is requesting to initially provide prepaid local exchange service to customers within the authorized service territory of BellSouth and Sprint/United. Customers of Suretel receive toll blocking as part of their telephone service, and therefore, the requirement to offer intraLATA equal access does not apply to Suretel's prepaid service.

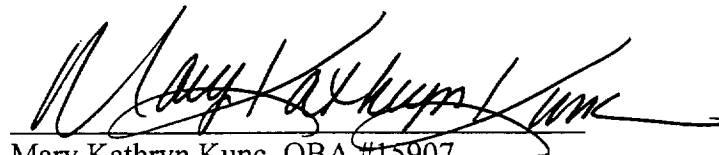
If, at such time Suretel expands its service offerings to allow IntraLATA and InterLATA toll calling, Suretel, as a pure reseller, will rely upon the Toll Dialing Parity Plan of the underlying incumbent LEC, and make IntraLATA equal access available to its customers. Suretel will notify the TRA thirty days prior to offering IntraLATA dialing parity.

Suretel agrees to abide by all applicable statutes and all applicable Order, rules and regulations entered and adopted by the Tennessee Regulatory Authority.

WHEREFORE, Suretel respectfully requests a Certificate to provide local and exchange access service as set forth above.

Respectfully submitted,

SURETEL, INC.

A handwritten signature in black ink, appearing to read 'Mary Kathryn Kunc', written over a horizontal line.

Mary Kathryn Kunc, OBA #15907

Ron Comingdeer, OBA #1835

- for the firm -

RON COMINGDEER & ASSOCIATES, P.C.

6011 North Robinson

Oklahoma City, OK 73118-7425

Telephone: (405) 848-5534 Fax: (405) 843-5688

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 29th day of February, 2000, a true and correct copy of the forgoing Application was mailed first class, postage prepaid to the following:

Ardmore Telephone Company, Inc.
Terry Wales, G.M.
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449

BellSouth Telecommunications, Inc.
Guy M. Hieks, General Counsel
333 Commerce Street
Nashville, TN 37201-3300

CenturyTel of Adamsville
CenturyTel of Claiborne
CenturyTel of Ooltewah-Collegedale
G. Clay Bailey
Director of Regulatory Affairs
P.O. Box 4065
Monroe, LA 71211-4065

Citizens Telecommunications Company of Tennessee
Citizens Telecommunications Company of the Volunteer State
Mike Swatts
State Regulatory Director, South
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

Loretto Telephone Company, Inc.
Louise Brown, President
P.O. Box 130
Loretto, TN 38469

Millington Telephone Company, Inc.
W.S. Howard, President
4880 Navy Road
Millington, TN 38053

Sprint-United
Steve Parrott
Director-Regulatory Affairs

United Telephone-Southeast, Inc.
14111 Capital Boulevard
Wake Forrest, NC 27587-5900

Concord Telephone Exchange, Inc.
Humphreys County Telephone Company
Tellico Telephone Company, Inc.
Tennessee Telephone Company
John D. Feehan
Manager External Relations
P.O. Box 22995
Knoxville, TN 37933-0995

Crockett Telephone Company, Inc.
People's Telephone Company, Inc.
West Tennessee Telephone Company, Inc.
Jim Wingo, General Manager
P.O. Box 7
Friendship, TN 38034

United Telephone Company
Herbert Bivens, General Manager
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034

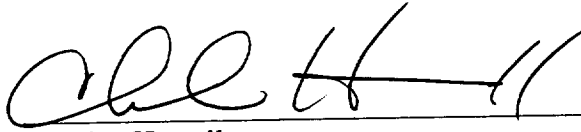
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VERIFICATION

THE STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Charles Harrell, who first being duly sworn, deposes and says that he is Executive Vice President of Suretel, Inc. in this proceeding, that he has read the same and knows the contents thereof, and that the statements made and contents herein are true to the best of his knowledge and belief.

Further Affiant Sayeth Not.


Charles Harrell

Subscribed and sworn to before me this 2nd day of February, 2000.

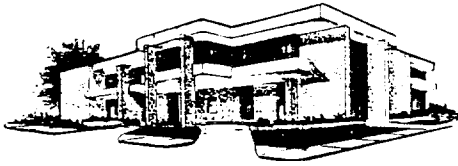

NOTARY PUBLIC

My Commission Expires:
06/26/2001

Exhibit "A"

Officers and Directors

Chickasaw HOLDING COMPANY



124 WEST VINITA • SULPHUR, OKLAHOMA 73086
PHONE NO. (580) 622-2111 • FAX (580) 622-2117

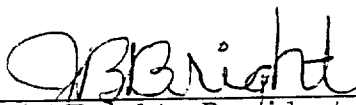
R.E. GAUNT, Chairman of the Board &
Chief Executive Officer
J.B. BRIGHT, President
R.P. BAKER, Executive Vice President
J.O. HESTER, Vice President
J.J. Chadwick, Executive Secretary

The Officers for Chickasaw Holding Company are as follows:

Royce E. Gauntt	Chief Executive Officer	2023 Country Club Drive Sulphur, Ok. 73086
J. B. Bright	President	101 East Vinita Sulphur, Ok. 73086
R. Phillip Baker	Executive Vice President	901 Appalachian Trail San Marcos, Tx. 78666
Jack Hester	Vice President	924 9th S.E. Ardmore, Ok. 73401
Jane Chadwick	Secretary	Rt. #1 Box 187B Davis, Ok. 73030
Charley Harrell	Treasurer/Assistant Sec.	2305 E. Halifax Circle Edmond, Ok. 73034

The Board of Directors for Chickasaw Holding Company are as follows:

Royce E. Gauntt
J. B. Bright
R. Phillip Baker
Jack Hester


J. B. Bright, President


Jane Chadwick, Secretary

SEAL

Exhibit "B"

Articles of Incorporation

DB 569305

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF INCORPORATION

WHEREAS, the Certificate of Incorporation of

CHICKASAW TELECOMMUNICATIONS SERVICES, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



Filed in the City of Oklahoma City this 21ST
day of JUNE, 1996.

Sam Cole
Secretary of State

By: Shawn Henry

7 3 2 0 5 1 4 0 0 0 1

CERTIFICATE OF INCORPORATION

OF

CHICKASAW TELECOMMUNICATIONS SERVICES, INC.

FILED

JUN 21 1996

OKLA. SECRETARY OF STATE

For the purpose of forming a for-profit stock corporation under and by virtue of the Oklahoma General Corporation Act (hereinafter called the "Act"), the following Certificate of Incorporation is hereby adopted.

1. **Name**. The name of this corporation is Chickasaw Telecommunications Services, Inc. (hereinafter called "this Corporation").

2. **Registered Office**. The name and street address of the registered agent of this Corporation in the State of Oklahoma and the street address of the registered office of this Corporation in the State of Oklahoma, which is the same as the street address of its registered agent, are:

Larry Jones
124 W. Vinita
Sulphur, Oklahoma 73086

3. **Term**. The term of this Corporation shall be perpetual.

4. **Purpose**. The purpose of this Corporation is to engage in any lawful act or activity for which corporations may be organized under this Act.

5. **Capital Stock**. This Corporation is authorized to issue only one class of shares of capital stock, to be designated "common stock." The total number of shares of common stock which this corporation shall have authority to issue and the par value of each share of common stock are as follows:

7 3 2 0 5 1 1 0 0 0 2

Total Number of Shares	Par Value of Each Share	Total Authorized Common Stock
50,000	\$1.00	\$ 50,000

6. **Incorporator.** The name and mailing address of the incorporator is as follows:

**Ron Comingdeer
6011 N. Robinson
Oklahoma City, Oklahoma 73118**

7. **Directors.** The name and mailing address of the persons who are to serve as initial directors of the corporation until the first annual meeting of the shareholders or until their successors are elected and qualified are as follows:

Royce Gaunt	Chief Executive Officer	124 W. Vinita Sulphur, OK 73086
J.B. Bright	President	124 W. Vinita Sulphur, OK 73086
R. Philip Baker	Executive Vice President	5 N. McCormick OKC, OK 73127
Jack Hester	Vice President	124 W. Vinita Sulphur, OK 73086
Elizabeth Saylor	Secretary	124 W. Vinita Sulphur, OK 73086

The number of the directors of this corporation shall be such as from time to time shall be fixed by or in the manner provided in the bylaws.

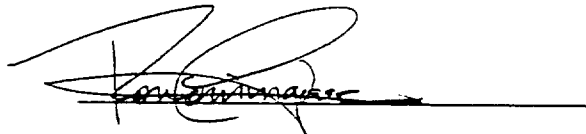
8. **Bylaws.** The bylaws for the governing of this corporation may be adopted, amended, altered, repealed or readopted by the board of directors at any stated or special meeting of such board, that the powers of such directors in this regard shall at all times be

. 7 3 2 0 5 1 4 0 0 0 3

subject to the rights of the shareholders to alter or repeal such bylaws at any annual meeting of shareholders.

9. **Amendment.** This Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Oklahoma at the time may be added or inserted in this Certificate of Incorporation, in the matter now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon shareholders, directors or any other persons by the pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Section 9.

IN WITNESS WHEREOF, I have signed this Certificate of Incorporation this 21st day of June, 1996, and I acknowledge the same to be my act.

A handwritten signature in black ink, appearing to read 'Ron Comingdeer', is written over a horizontal line.

RON COMINGDEER

DB 569305-001

OFFICE OF THE SECRETARY OF STATE



**RESTATED
CERTIFICATE OF INCORPORATION**

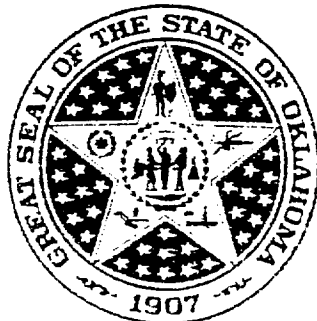
WHEREAS, the Restated Certificate of Incorporation of

SURETEL, INC.

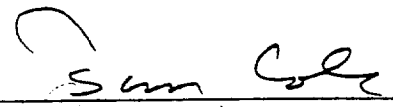
has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



Filed in the City of Oklahoma City this 14TH
day of JANUARY, 1998.


Secretary of State

By: 

FEE: \$50.00
(Minimum)

FILE IN DUPLICATE

PRINT CLEARLY

SOS CORP. KEY:

1 3 1 1 5 7 2 0 0 1
RESTATED

CERTIFICATE OF INCORPORATION

FILED

JAN 14 1998

OKLAHOMA SECRETARY
OF STATE

FOR OFFICE USE ONLY

PLEASE NOTE: This form MUST be filed with a letter from the Oklahoma Tax Commission stating the franchise tax has been paid for the current fiscal year. If the authorized capital is increased in excess of fifty thousand dollars (\$50,000.00), the filing fee shall be an amount equal to one-tenth of one percent (1/10 of 1%) of such increase.

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA, 101 State Capitol Bldg., Oklahoma City, OK 73105.

The undersigned corporation, organized and existing under and by virtue of the Oklahoma General Corporation Act for the purpose of adopting a restated certificate of incorporation, does hereby submit:

1. A. The name of the corporation is: Chickasaw Telecommunications Services, Inc.

B. As amended by this Restated certificate, the name of the corporation has been changed to: Suretel, Inc.

2. The name under which it was originally incorporated is: Chickasaw Telecommunications Services, Inc.

3. The date of filing of its original certificate of incorporation is: 6-21-96

4. The address of the registered office in the State of Oklahoma and the name of the registered agent at such address is:

Larry Jones	124 W. Vinita	Sulphur	Murray	73086
NAME	NUMBER & STREET ADDRESS	CITY	COUNTY	ZIP CODE
(P.O. BOXES ARE <u>NOT</u> ACCEPTABLE.)				

5. The duration of the corporation is: Perpetual
(Perpetual unless otherwise stated.)

6. The purpose or purposes for which the corporation is formed are:

Engage in any lawful act or activity for which corporations may be organized under the Oklahoma General Corporation Act.

7. The aggregate number of the authorized shares, itemized by class, par value of shares, shares without par value, and series, if any, within a class is:

NUMBER OF SHARES	SERIES	PAR VALUE PER SHARE
------------------	--------	---------------------

Common 50,000	C	\$1.00
---------------	---	--------

Preferred		
-----------	--	--

TOTAL NO. SHARES. 50,000	TOTAL AUTHORIZED CAPITAL. \$50,000
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BYLAWS
OF
CHICKASAW TELECOMMUNICATIONS SERVICES, INC.
(An Oklahoma Corporation)

Article 1: Definitions

1.01. Definitions. Unless the context clearly requires otherwise, in these Bylaws:

(a) "Board" means the board of directors of the Corporation.

(b) "Bylaws" means these bylaws as adopted by the Board and includes amendments subsequently adopted by the Board or by the Shareholders.

(c) "Certificate of Incorporation" means the Certificate of Incorporation of the Corporation as filed with the Secretary of State of the State of Oklahoma and includes all amendments thereto subsequently filed.

(d) "Corporation" means Chickasaw Telecommunications Services, Inc.

(e) "Section" refers to sections of these Bylaws.

(f) "Shareholder" means shareholders of record of the Corporation.

1.02 Offices. The title of an office refers to the person or persons who at any given time perform the duties of that particular office for the Corporation.

Article 2: Offices

2.01. Principal Office. The Corporation may locate its principal office within or without the state of incorporation as

the Board may determine.

2.02. Registered Office. The registered office of the Corporation required by law to be maintained in the state of incorporation may be, but need not be, identical with the principal office of the Corporation. The Board may change the address of the registered office from time to time.

2.03. Other Offices. The Corporation may have offices at such other places, either within or without the state of incorporation, as the Board may designate or as the business of the Corporation may require from time to time.

Article 3: Meetings of Shareholders

3.01. Annual Meetings. The Shareholders of the Corporation shall hold their annual meetings for the purpose of electing directors and for the transaction of such other property business as may come before such meetings at such time, date and place as the Board shall determine by resolution.

3.02. Special Meetings. The Board may call special meetings of the Shareholders of the Corporation at any time for any purpose or purposes.

3.03. Place of Meetings. The Shareholders shall hold all meetings at such places, within or without the State of Oklahoma, as the Board shall specify in the notice or waiver of notice for such meetings.

3.04. Notice of Meetings. Except as otherwise required by law, the Board shall give notice of each meeting of Shareholders, whether annual or special, not less than ten nor more than sixty days before the date of the meeting. The Board shall deliver a notice to each Shareholder entitled to vote at such meeting by delivering a typewritten or printed notice thereof to him personally, or by depositing such notice in the United States mail, in a postage prepaid envelope, directed to him at his address as it appears on the records of the Corporation, or by transmitting a notice thereof to him at such address by telegraph, telecopy, cable or wireless. If mailed, notice is given on the date deposited in the United States mail, postage prepaid, directed to the Shareholder at his address as it appears on the records of the

Corporation. An affidavit of the Secretary or an Assistant Secretary or of the Transfer Agent of the Corporation that he has given notice shall constitute, in the absence of fraud, prima facie evidence of the facts stated therein.

Every notice of a meeting of the Shareholders shall state the place, date, and hour of the meeting and, in the case of a special meeting, also shall state the purpose or purposes of the meeting. Furthermore, if the Corporation will maintain the list at a place other than where the meeting will take place, every notice of a meeting of the Shareholders shall specify where the Corporation will maintain the list of Shareholders entitled to vote at the meeting.

3.05. Waiver of Notice. Whenever these Bylaws require written notice, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall constitute the equivalent of notice. Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. No written waiver of notice need specify either the business to be transacted at, or the purpose or purposes of any regular or special meeting of the Shareholders or directors.

3.06. Adjournment of Meeting. When the Shareholders adjourn a meeting to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Shareholders may transact any business which they may have transacted at the original meeting. If the adjournment is for more than thirty days or, if after the adjournment, the Board fixes a new record date for the adjourned meeting, the Board shall give notice of the adjourned meeting to each Shareholder of record entitled to vote at the meeting.

3.07. Quorum. Except as otherwise required by law, the holders of a majority of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes at any meeting of the Shareholders. In the absence of a quorum at any meeting or any adjournment thereof, the holders of a majority of the shares of

stock entitled to vote who are present, in person or by proxy, or, in the absence thereof of all the shareholders, any officer entitled to preside at, or to act as secretary of, such meeting, may adjourn such meeting to another place, date or time.

3.08. Organization. Such person as the Board may have designated or, in the absence of such a person, the highest ranking officer of the Corporation who is present shall call to order any meeting of the Shareholders, determine the presence of a quorum, and act as chairman of the meeting. In the absence of the Secretary or an Assistant Secretary of the Corporation, the Chairman shall appoint the Secretary of the meeting.

3.09. Conduct of Business. The chairman of any meeting of Shareholders shall determine the order of business and the procedure at the meeting, including such regulations of the manner of voting and the conduct of discussion as he deems in order.

3.10. List of Shareholders. At least 10 days before every meeting of Shareholders, the Secretary shall prepare a list of the Shareholders entitled to vote at the meeting or any adjournment thereof, arranged in alphabetical order, showing the address of each Shareholder. The Corporation shall make the list available for examination by any Shareholder for any purpose germane to the meeting, either at a place within the city where the meeting will take place or at the place designated in the notice of the meeting.

The Secretary shall produce and keep the list at the meeting during the entire duration of the meeting, and any Shareholder who is present may inspect the list at the meeting. The list shall constitute presumptive proof of the identity of the Shareholders entitled to vote at the meeting and the number of shares each Shareholder holds.

A determination of Shareholders entitled to vote at any meeting of Shareholders pursuant to this Section shall apply to any adjournment thereof.

3.11. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or Shareholders entitled to receive payment of any

dividend, or in order to make a determination of Shareholders for any other proper purpose, the Board may provide that the Corporation shall close the stock transfer books for a stated period not to exceed 60 days. If the Corporation closes the stock transfer books for the purpose of determining Shareholders entitled to notice of or to vote at a meeting of Shareholders, the Corporation shall close such books a minimum of 10 days and a maximum of 60 days immediately preceding such meeting.

In lieu of closing the stock transfer books, the Board may fix in advance a date as the record date for any such determination of Shareholders. However, the Board shall not fix such date, in any case, more than 60 days prior to the date of the particular action.

If the Board does not close the stock transfer books and does not fix a record date for the determination of Shareholders entitled to notice of or to vote at a meeting of Shareholders, the date of the mailing of notice of the date on which the Board adopts the resolution declaring a dividend, as the case may be, shall be the record date for such determination of Shareholders.

3.12. Voting of Shares. Each Shareholder shall have one vote for every share of stock having voting rights registered in his name on the record date for the meeting. The Corporation shall not have the right to vote treasury stock of the Corporation, nor shall another corporation have the right to vote its stock of the Corporation if the Corporation holds, directly or indirectly, a majority of the shares entitled to vote in the election of directors of such other corporation. Persons holding stock of the Corporation in a fiduciary capacity shall have the right to vote such stock. Persons who have pledged their stock of the Corporation shall have the right to vote such stock unless in the transfer on the Books of the Corporation the pledgor expressly empowered the pledgee to vote such stock. In that event, only the pledgee, or his proxy, may represent such stock and vote thereon.

A plurality of the votes cast shall determine all elections and, except when the law requires otherwise, a majority of the votes cast shall determine all other matters.

The Shareholders may vote by voice vote on all matters. However, upon demand by a Shareholder entitled to vote, or his

proxy, the Shareholders shall vote by ballot. In that event, each ballot shall state the name of the Shareholder or proxy voting, the number of shares voted and such other information as the Corporation may require under the procedure established for the meeting.

3.13. Judges. At any meeting in which the Shareholders vote by ballot, the chairman may appoint a judge or judges. Each judge shall subscribe an oath to execute the duties of a judge at such meeting faithfully, with strict impartiality, and according to the best of his ability. The judge or judges shall decide the qualification of the voters and shall report the number of shares represented at the meeting and entitled to vote on any question, shall conduct and accept the votes, and, when the Shareholders have completed voting, ascertain and report the number of shares voted respectively for and against the question. The judge or judges shall prepare a subscribed, written report and shall deliver the report to the Secretary of the Corporation. A judge need not be a Shareholder of the Corporation, and any officer of the Corporation may be a judge on any questions other than a vote for or against a proposal in which he has a material interest.

3.14. Proxies. A Shareholder may exercise any voting rights in person or by his proxy appointed by an instrument in writing, which he or his authorized attorney-in-fact has subscribed and which the proxy has delivered to the secretary of the meeting.

A proxy is not valid after the expiration of three years after the date of its execution, unless the person executing it specifies thereon the length of time for which it is to continue in force (which length may exceed three years) or limits its use to a particular meeting.

The attendance at any meeting of a Shareholder who previously has given a proxy shall not have the effect of revoking the same unless he notifies the Secretary in writing prior to the voting of the proxy.

3.15. Consent of Shareholders in Lieu of Meeting. The Shareholders may take any action which they could take at any annual or special meeting without a meeting, prior notice, and a vote, if the holders of outstanding stock having not less than the minimum number of votes necessary to authorize or take the action

at a meeting at which all shares entitled to vote were present and voted, sign a consent in writing, setting forth the action taken.

The Secretary or an Assistant Secretary shall give prompt notice of the taking of any corporate action without a meeting by less than unanimous consent to the Shareholders who have not consented in writing.

Article 4: Board of Directors

4.01. General Powers. The Board shall manage the property, business and affairs of the Corporation.

4.02. Number. The number of directors who shall constitute the Board shall be one.

4.03. Election of Directors and Term of Office. The Shareholders of the Corporation shall elect the directors at the annual or adjourned annual meeting (except as otherwise provided herein for the filling of vacancies). Each Shareholder shall vote his or her respective shares of stock in the Corporation at all annual or adjourned annual meetings of Shareholders of the Corporation, for each other for directors of the Corporation and for no other person or persons. Each director shall hold office until his death, resignation, retirement, removal, or disqualification, or until his successor shall have been elected and qualified.

4.04. Resignations. Any director of the Corporation may resign at any time by giving written notice to the Board or to the Secretary of the Corporation. Any resignation shall take effect upon receipt or at the time specified in the notice. Unless the notice specifies otherwise, the effectiveness of the resignation shall not depend upon its acceptance.

4.05. Removal. Shareholders holding a majority of the outstanding shares entitled to vote at an election of directors may remove any director at any time with or without cause.

4.06. Vacancies. A majority of the remaining directors, although less than a quorum, may fill any vacancy in the Board, whether because of death, resignation, disqualification, an increase in the number of directors, or any other cause. Each

director so chosen shall hold office until his death, resignation, retirement, removal, or disqualification, or until his successor shall have been elected and qualified.

4.07. Chairman of the Board. At the initial and annual meeting of the Board, the directors may elect from their number a Chairman of the Board of Directors. The Chairman shall preside at all meetings of the Board and shall perform such other duties as the Board may direct. The Board may also elect a Vice Chairman and other officers of the Board, with such powers and duties as the Board may designate from time to time.

4.08. Compensation. The Board may compensate directors for their services and may provide for the payment of all expenses the directors incur by attending meetings of the Board.

Article 5: Meetings of Directors

5.01. Regular Meetings. The Board shall hold regular meetings the second week of January, April, July, and October of each year at such places, dates, and times as the Board shall establish by resolution. The Board may hold other regular meetings at such places, dates, and times as the Board shall establish by resolution. If any day fixed for a meeting falls on a legal holiday, the Board shall hold the meeting at the same place and time on the next succeeding business day. The Board need not give notice of regular meetings.

5.02. Place of Meeting. The Board may hold any of its meetings in or out of the State of Oklahoma, at such places as the Board may designate, at such places as the notice or waiver of notice of any such meeting may designate, or at such places as the persons calling the meeting may designate.

5.03. Meeting by Telecommunications. The Board may hold meetings by means of conference telephone or similar telecommunications equipment that enable all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting.

5.04. Special Meetings. The President may call a special meeting of the Board. The person authorized to call special meetings of the Board may fix any place, either in or out of the

State of Oklahoma, as the place for the meeting.

5.05. Notice of Special Meetings. The person or persons calling a special meeting of the Board shall give written notice to each director of the time, place, date, and purpose of the meeting of not less than three business days if by mail and not less than 24 hours if by telegraph or in person. A director may waive notice of any special meeting, and any meeting shall constitute a legal meeting without notice if all the directors are present or if those not present sign, either before or after the meeting, a written waiver of notice, a consent to such meeting, or an approval of the minutes of the meeting. A notice or waiver of notice need not specify the purposes of the meeting or the business which the Board will transact at the meeting.

5.06. Waiver by Presence. Except when expressly for the purpose of objecting to the legality of a meeting, a director's presence at a meeting shall constitute a waiver of notice of such meeting.

5.07. Quorum. One director shall constitute a quorum for all purposes at any meeting of the Board. In the absence of a quorum, a majority of directors present at any meeting may adjourn the meeting to another place, date, or time without further notice.

5.08. Conduct of Business. The Board shall transact business in such order and manner as the Board may determine. Except as the law requires otherwise, the Board shall determine all matters by the unanimous vote of the directors. The directors shall act as a Board, and the individual directors shall have not power as such.

5.09. Action by Consent. The Board may take any required or permitted action without a meeting if all members of the Board sign a written consent and file the consent with the minutes of the proceedings of the Board.

Article 6: Officers

6.01. Officers of the Corporation. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer and such Vice Presidents, Assistant Secretaries, Assistant Treasurers, and other officers as the Board may designate and elect

from time to time. The same person may hold at the same time any two offices, except the offices of President and Secretary.

6.02. Election and Term. The Board shall elect the officers of the Corporation. Each officer shall hold office until his death, resignation, retirement, removal or disqualification, or until his successor shall have been elected and qualified.

6.03. Compensation of Officers. The Board shall fix the compensation of all officers of the Corporation. No officer shall serve the Corporation in any other capacity and receive compensation, unless the Board authorizes the additional compensation.

6.04. Removal of Officers and Agents. The Board may remove any officer or agent it has elected or appointed at any time, with or without cause.

6.05. Resignation of Officers and Agents. Any officer or agent the Board has elected or appointed may resign at any time by giving written notice to the Board, the Chairman of the Board, the President, or the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified. Unless otherwise specified in the notice, the Board need not accept the resignation to make it effective.

6.06. Bond. The Board may require by resolution any officer, agent, or employee of the Corporation to give bond to the Corporation, with sufficient sureties conditioned on the faithful performance of the duties of his respective office or agency. The Board also may require by resolution any officer, agent or employee to comply with such other conditions as the Board may require from time to time.

6.07. President. The President shall be the principal executive officer of the Corporation and, subject to the Board's control, shall supervise and control all of the business and affairs of the Corporation. When present, he shall sign (with or without the Secretary, an Assistant Secretary, or any other officer or agent of the Corporation which the Board has authorized) deeds, mortgages, bonds, contracts or other instruments which the Board has authorized an officer or agent of the Corporation to execute.

However, the President shall not sign any instrument which the law, these Bylaws, or the Board expressly require some other officer or agent of the Corporation to sign and execute. In general, the President shall perform all duties incident to the office of President and such other duties as the Board may prescribe from time to time.

6.08. Vice Presidents. In the absence of the President or in the event of his death, inability or refusal to act, the Vice Presidents in the order of their length of service as Vice Presidents, unless the Board determines otherwise, shall perform the duties of the President. When acting as the President, a Vice President shall have all the powers and restrictions of the Presidency. A Vice President shall perform such other duties as the President or the Board may assign to him from time to time.

6.09. Secretary. The Secretary shall (a) keep the minutes of the meetings of the Shareholders and of the Board in one or more books for that purpose, (b) give all notices which these Bylaws or the law requires, (c) serve as custodian of the records and seal of the Corporation, (d) affix the seal of the Corporation to all documents which the Board has authorized execution on behalf of the Corporation under seal, (e) maintain a register of the address of each Shareholder of the Corporation, (f) sign, with the President, a Vice President, or any other officer or agent of the Corporation which the Board has authorized, certificates for shares of the Corporation, (g) have charge of the stock transfer books of the Corporation, and (h) perform all duties which the President or the Board may assign to him from time to time.

6.10. Assistant Secretaries. In the absence of the Secretary or in the event of his death, inability or refusal to act, the Assistant Secretaries in the order of their length of service as Assistant Secretary, unless the Board determines otherwise, shall perform the duties of the Secretary. When acting as the Secretary, the Assistant Secretary shall have the powers and restriction of the Secretary. An Assistant Secretary shall perform such other duties as the President, Secretary or Board may assign from time to time.

6.11 Treasurer. The Treasurer shall (a) have responsibility for all funds and securities of the Corporation, (b) receive and give receipts for moneys due and payable to the

Corporation from any source whatsoever, (c) deposit all moneys in the name of the Corporation in depositories which the Board selects, and (d) perform all of the duties which the President or the Board may assign to him from time to time.

6.12 Assistant Treasurers. In the absence of the Treasurer or in the event of his death, inability or refusal to act, the Assistant Treasurers in the order of their length of service as Assistant Treasurer, unless the Board determines otherwise, shall perform the duties of the Treasurer. When acting as the Treasurer, an Assistant Treasurer shall have the powers and restrictions of the Treasurer. An Assistant Treasurer shall perform such other duties as the Treasurer, the President, or the Board may assign to him from time to time.

6.13 Delegation of Authority. Notwithstanding any provision of these Bylaws to the contrary, the Board may delegate the powers or duties of any officer to any other officer or agent.

6.14 Action with Respect to Securities of Other Corporations. Unless the Board directs otherwise, the President shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of Shareholders of or with respect to any action of Shareholders of any other corporation in which the Corporation holds securities. Furthermore, unless the Board directs otherwise, the President shall exercise any and all rights and powers which the Corporation possesses by reason of its ownership of securities in another corporation.

6.15 Vacancies. The Board may fill any vacancy in any office because of death, resignation, removal, disqualification or any other cause in the manner which these Bylaws prescribe for the regular appointment to such office.

Article 7: Contracts, Loans,
Drafts, Deposits and Accounts

7.01 Contracts. The Board may authorize any officer of officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. The Board may make such authorization general or special.

7.02. Loans. Unless the Board has authorized such action, no officer or agent of the Corporation shall contract for a loan on behalf of the Corporation or issue any evidence of indebtedness in the Corporation's name.

7.03. Drafts. The President, any Vice President, the Treasurer, any Assistant Treasurer, and such other persons as the Board shall determine shall issue all checks, drafts and other orders for the payment of money, notes and other evidences of indebtedness issued in the name of or payable by the Corporation.

7.04. Deposits. The Treasurer shall deposit all funds of the Corporation not otherwise employed in such banks, trust companies, or other depositories as the Board may select or as any officer, assistant, agent or attorney of the Corporation to whom the Board has delegated such power may select. For the purpose of deposit and collection for the account of the Corporation, the President or the Treasurer (or any other officer, assistant, agent or attorney of the Corporation whom the Board has authorized) may endorse, assign and deliver checks, drafts, and other orders for the payment of money payable to the order of the Corporation.

7.05. General and Special Bank Accounts. The Board may authorized the opening and keeping of general and special bank accounts with such banks, trust companies, or other depositories as the Board may select or as any officer, assistant, agent or attorney of the Corporation to whom the Board has delegated such power may select. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these Bylaws, as it may deem expedient.

Article 8: Certificates for Shares and Their Transfer

8.01. Certificates for Shares. Every owner of stock of the Corporation shall have the right to receive a certificate or certificates, certifying to the number and class of shares of the stock of the Corporation which he owns. The Board shall determine the form of the certificates for the shares of stock of the Corporation. The Secretary, transfer agent, or registrar of the Corporation shall number the certificates representing shares of the stock of the Corporation in the order in which the Corporation issues them. The President or any Vice President and the Secretary or any Assistant Secretary shall sign the certificates in the name

of the Corporation. Any or all certificates may contain facsimile signatures. In case any officer, transfer agent, or registrar who has signed a certificate, or whose facsimile signature appears on a certificate, ceases to service as such officer, transfer agent, or registrar before the Corporation issues the certificate, the Corporation may issue the certificate with the same effect as though the person who signed such certificate, or whose facsimile signature appears on the certificate, was such officer, transfer agent, or registrar at the date of issue. The Secretary, transfer agent, or registrar of the Corporation shall keep a record in the stock transfer books of the Corporation of the names of the persons, firms or corporations owning the stock represented by the certificates, the number and class of shares represented by the certificates and the dates thereof and, in the case of cancellation, the dates of cancellation. The Secretary, transfer agent, or registrar of the Corporation shall cancel every certificate surrendered to the Corporation for exchange or transfer. Except in the case of a lost, destroyed or mutilated certificate, the Secretary, transfer agent, or registrar of the Corporation shall not issue a new certificate in exchange for an existent certificate until he has canceled the existing certificate.

8.02. Transfer of Shares. The holder of record of shares of the Corporation's stock, or his attorney-in-fact authorized by power of attorney duly executed and filed with the Secretary, transfer agent, or registrar of the Corporation, may transfer his shares only on the stock transfer books of the Corporation. Such person shall furnish to the Secretary, transfer agent, or registrar of the Corporation proper evidence of his authority to make the transfer and shall properly endorse and surrender for cancellation his existing certificate or certificates for such shares of the Corporation's stock makes a transfer of shares for collateral security, the Secretary, transfer agent, or registrar of the Corporation shall state such fact in the entry of transfer if the transferor and the transferee request.

8.03. Lost, Stolen, Destroyed and Mutilated
Certificates. The Board may direct the Secretary transfer agent, or registrar of the Corporation to issue a new certificate to any holder of record of shares of the Corporation's stock claiming that he has lost such certificates, or that someone has stolen, destroyed or mutilated such certificate, upon the receipt

of any affidavit from such holder to such fact. When authorizing the issuance of a new certificate, the Board, in its discretion, may require as a condition precedent to the issuance that the owner of such certificate give the Corporation a bond of indemnity in such form and amount as the Board may direct.

8.04. Regulations. The Board may make such rules and regulations, not inconsistent with these Bylaws, as it deems expedient concerning the issue, transfer and registration of certificates for shares of the stock of the Corporation. The Board may appoint or authorize any officer or officers to appoint one or more transfer agents, or one or more registrars, and may require all certificates for stock to bear the signature or signatures of any of them.

8.05. Holder of Record. The Corporation may treat as absolute owners of shares the person in whose name the shares stand of record as if that person had full competency, capacity and authority to exercise all rights of ownership, despite any knowledge or notice to the contrary or any description indicating a representative, pledge or other fiduciary relation, or any reference to any other instrument or to the rights of any other person appearing upon its record or upon the share certificate.. However, the Corporation shall treat any person furnishing proof of his appointment as a fiduciary as if he were the holder of record of the shares.

8.06. Treasury Shares. Treasury shares of the Corporation shall consist of shares which the Corporation has issued and thereafter acquired by not canceled. Treasury shares shall not carry voting or dividend rights.

Article 9: Indemnification

9.01. Actions Other Than By or In the Right of the Corporation. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a shareholder, director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or

agent of another corporation, partnership, joint venture, trust or any other enterprise or as a member of any committee or similar body, against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

9.02. Actions By or In the Right of the Corporation. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a shareholder, director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a shareholder, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or as a member of any committee or similar body, against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, except that the Corporation shall make no indemnification in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court shall deem proper.

9.03. Determination of Right of Indemnification. The Corporation shall not indemnify any person under Section 9.01 or Section 9.02, in the absence of a court order, unless authorized in the specific case upon a determination that the director, officer, employee or agent has met the applicable standard of conduct set forth in Section 9.01 or Section 9.02. One of the following shall make the determination: (a) the Board, by a majority vote of a quorum of directors not a party to the action, suit or proceeding; (b) absent a quorum or at the direction of a quorum of disinterested directors, independent legal counsel, by written opinion; or (c) the Shareholders.

9.04. Indemnification Against Expenses of Successful Party. Notwithstanding the other provisions of this Article 9, to the extent that a shareholder, director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.01 or Section 9.02 of these Bylaws, or in defense of any claim, issue or matter therein, the Corporation shall indemnify him against expenses (including reasonable attorneys' fees) which he actually and reasonably has incurred in connection therewith.

9.05. Advance of Expenses. If the Corporation ultimately determines that the Corporation should not indemnify any person pursuant to the provisions of this Article 9, the Corporation nevertheless may pay his expenses incurred in defending an action or proceeding in advance of the final disposition of such action or proceeding upon specific authorization by the Board and upon his delivery to the Board of an undertaking to repay such amount.

9.06. Other Rights and Remedies. The indemnification provided by this Article 9 shall not be deemed exclusive and is declared expressly to be nonexclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Shareholders or disinterested directors or otherwise, both as to actions in his official capacity and as to actions in other capacity while holding such office. In addition, the indemnification, provide by this Article 9, shall continue as to any person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of heirs, executors and administrators of such a person.

9.07. Insurance. Upon resolution passed by the Board, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a shareholder, director, officer, employee or agent of another corporation, partnership, joint venture, trust or another enterprise or as a member of any committee or similar body, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article 9.

9.08. Constituent Corporations. For the purpose of this Article 9, references to "the Corporation" include in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise or as a member of any committee or similar body, shall stand in the same position under the provisions of this Article 9 with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its existence had continued.

9.09. Other Insurance. The Corporation shall reduce the amount of the indemnification of any person pursuant to the provisions of this Article 9 by the amount which such person collects as indemnification (a) under any policy of insurance which the Corporation purchased and maintained on his behalf or (b) from another corporation, partnership, joint venture, trust or other enterprise.

9.10. Public Policy. Nothing contained in this Article 9, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is contrary to law, either as a matter of public policy, or under the provisions of the Federal Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or any other applicable state or Federal law.

Article 10: Notices

10.01. General. Whenever these Bylaws require notice to any Shareholder, director, officer or agent, such notice does not mean personal notice. A person may give effective notice under these Bylaws in every case by depositing a writing in a post office or letter box in a postpaid, sealed wrapper, or by dispatching a prepaid telegram addressed to such Shareholder, director, officer or agent at his address on the books of the Corporation. Unless these Bylaws expressly provide to the contrary, the time when the person sends notice shall constitute the time of the giving of notice.

10.02. Waiver of Notice. Whenever the law or these Bylaws require notice, the person entitled to said notice may waive such notice in writing, either before or after the time stated therein.

Article 11: Miscellaneous

11.01. Facsimile Signatures. In addition to the use of facsimile signatures which these Bylaws specifically authorize, the Corporation may use such facsimile signatures of any officer or officers, agent or agents, of the Corporation as the Board may authorize.

11.02. Corporate Seal. The Board may provide for a suitable seal containing the name of the Corporation, of which the Secretary shall be in charge. The Treasurer, any Assistant Secretary, or any Assistant Treasurer may keep and use the seal or duplicates of the seal if and when the Board so directs.

11.03. Fiscal Year. The Board shall have the authority to fix and change the fiscal year of the Corporation.

Article 12: Amendments

Subject to the provisions of the Certificate of Incorporation, the Shareholders or the Board may amend or repeal these Bylaws at any meeting only by unanimous consent of the Board or a vote of 100% of the shares entitled to vote at any meeting.

Adopted as of the ____ day of June, 1996, by the undersigned, being the sole director of the Corporation.

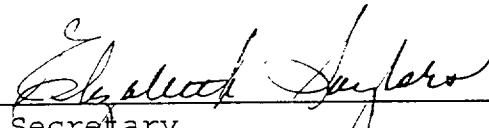


, Director

ACKNOWLEDGEMENT

The undersigned hereby certifies that the foregoing constitutes a true and correct copy of the Bylaws of the Corporation as adopted by the Board on the 21 day of June, 1996.

Executed as of this 21 day of June, 1996.



, Secretary

[SEAL]

Exhibit "C"

Certificate of Authority

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR

SURETEL, INC.

RECEIVED
SECRETARY OF STATE99 OCT 4 10:45
FILED

SECRETARY OF STATE

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is SURETEL, INC.

If different, the name under which the certificate of authority is to be obtained is _____

[NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under an assumed corporate name, an application must be filed pursuant to Section 48-14-101(d).]

2. The state or country under whose law it is incorporated is Oklahoma3. The date of its incorporation is June 21, 1996 (must be month, day, and year), and the period of duration, if other than perpetual, is _____

4. The complete street address (including zip code) of its principal office is _____

5 N. McCormick, Oklahoma City, Oklahoma 73127

Street	City	State/Country	Zip Code
--------	------	---------------	----------

5. The complete street address (including the county and the zip code) of its registered office in this state is _____

6/8 C T Corporation System, 530 Gay Street, Knoxville, Tennessee, County of Knox

Street	City/State	County	Zip Code
--------	------------	--------	----------

The name of its registered agent at that office is _____

C T Corporation System

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

See attached list of officers

Appendix to Tennessee
Application for Certificate of Authority

**Directors of
SURETEL, INC.**

RECEIVED -
SECRETARY OF STATE
99 OCT -4 AM 10:45
RILEY GARRELL
SECRETARY OF STATE

-
1. Royce Gaunt
124 W. Vinita
Sulphur, Oklahoma 73086
 2. J.B. Bright
124 W. Vinita
Sulphur, Oklahoma 73086
 3. R. Phillip Baker
5 N. McCormick
Oklahoma City, Oklahoma 73127
 4. Jack Hester
124 W. Vinita
Sulphur, Oklahoma 73086
 5. Tom Riley
5 N. McCormick
Oklahoma City, Oklahoma 73127

Appendix to Tennessee
Application for Certificate of Authority

**Officers of
SURETEL, INC.**

RECEIVED
SECRETARY OF STATE
99 OCT -4 AM 10:45
RILEY DARNELL
SECRETARY OF STATE

1. Royce Gaunt, Chief Executive Officer
124 W. Vinita
Sulphur, Oklahoma 73086
2. J.B. Bright, President
124 W. Vinita
Sulphur, Oklahoma 73086
3. R. Phillip Baker, Executive Vice President
5 N. McCormick
Oklahoma City, Oklahoma 73127
4. Jack Hester, Vice President
124 W. Vinita
Sulphur, Oklahoma 73086
5. Jane Chadwick, Secretary
124 W. Vinita
Sulphur, Oklahoma 73086
6. Tom Riley, Assistant Secretary
5 N. McCormick
Oklahoma City, Oklahoma 73127

OFFICE OF THE SECRETARY OF STATE

RECEIVED
SECRETARY OF STATE
99 OCT 4 AM 10:45CERTIFICATE OF GOOD STANDING
DOMESTIC CORPORATION

I THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said state, the custodian of the records of the state of Oklahoma relating to the right of corporations to transact business in this state and am the proper officer to execute this certificate.

I FURTHER CERTIFY that SURETEL, INC. whose registered agent is Larry Jones, with its registered office at 124 West Vinita, Sulphur Oklahoma is a corporation duly organized and existing under and by virtue of the laws of the state of Oklahoma and is in good standing according to the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the corporation's financial condition or business activities and practices. Such information is not available from this office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Oklahoma at the City of Oklahoma City, this
24th day of September, 1999

Mike Hunter
Secretary of State

By: *Teretta Larney*

Exhibit "D"

Organizational Chart

CHICKASAW HOLDING COMPANY

CORPORATION ORGANIZATION CHART

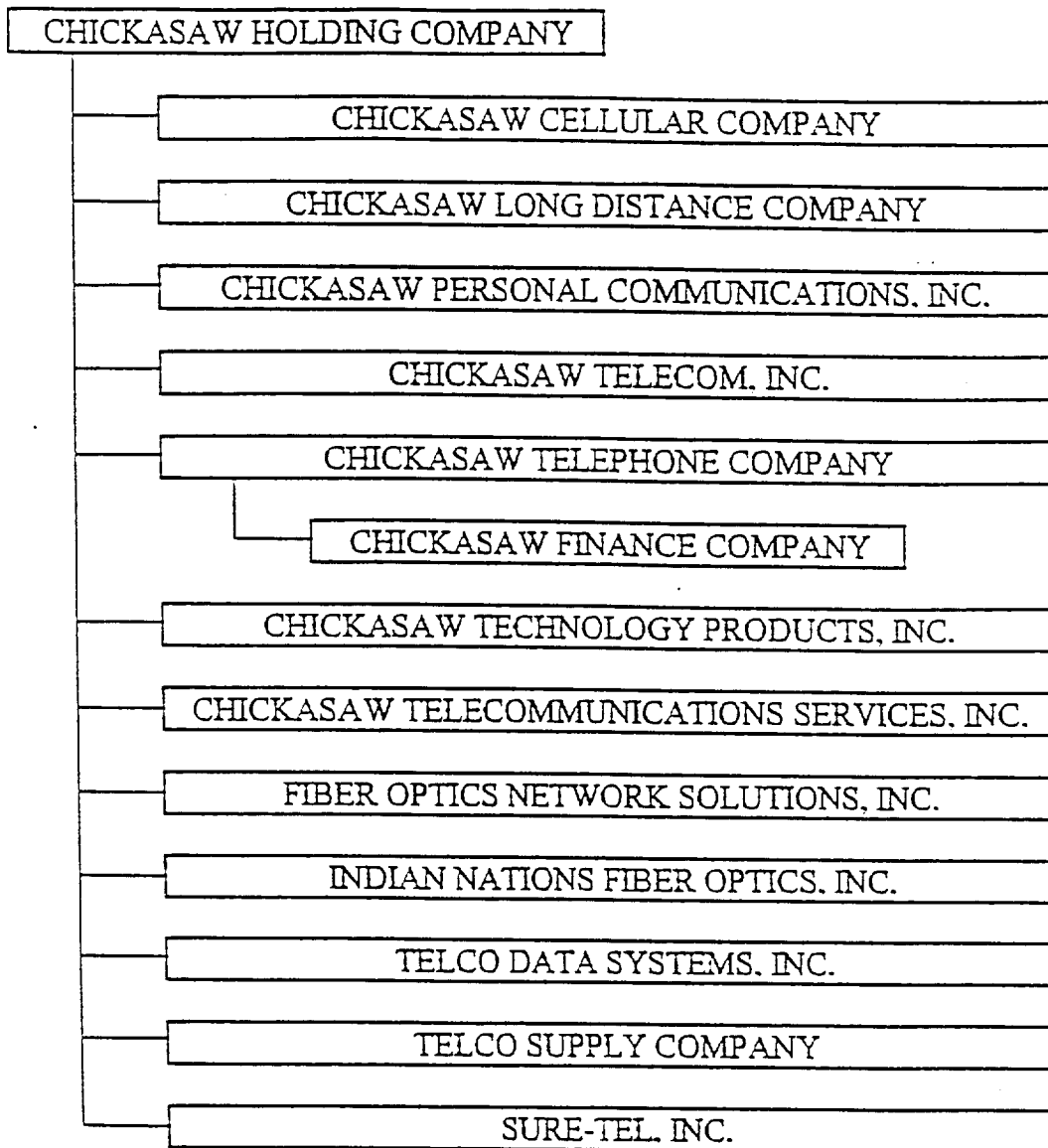
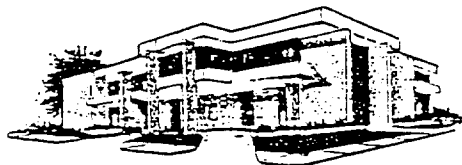


Exhibit "E"

Technical and Managerial Experience

Chickasaw HOLDING COMPANY



THOMAS F. RILEY, JR. C.P.A.
Chief Operating Officer

5 N. McCORMICK • OKLAHOMA CITY, OKLAHOMA 73127-6620
PHONE NO. (405) 946-1200 • FAX (405) 943-4200

R.E. GAUNT, Chairman of the Board
J.B. BRIGHT, President
R.P. BAKER, Chief Executive Officer
J.O. HESTER, Vice President
E.A. SAYLORS, Secretary - Treasurer

TECHNICAL QUALIFICATIONS

Chickasaw Holding Company

Through it's subsidiary

SURETEL, INC.

Chickasaw Holding Company through one of its subsidiaries, Chickasaw Telephone Co. has operated an incumbent local exchange telephone company since 1909. The company is located in Sulphur, Oklahoma and serves over 8,000 customers in the south central part of the State. The present Chairman of the Board is the second generation to own and operate the company. He has done so since 1954. Chickasaw Telephone Co. was the first independent telco to install digital switching and the first to install fiber optic cable. Another subsidiary operates over five hundred miles of state-of-the-art fiber optics.

One subsidiary holds the contract to manage the fiber optic network of the State of Oklahoma which delivers video and data to the State universities, colleges, vo-tech and K-12 schools as well as the State itself. Chickasaw Cellular Corp. has been active in cellular telephony since 1985 and owns 22.4% of the Oklahoma City MSA and 20% of the RSA from Oklahoma City to the Texas state line north of Dallas.

Chickasaw has over 250 employees who have made a career in the telecommunications industry. Top management has 175 plus years experience in telecommunications.

There is no complaint history associated with Chickasaw Telephone Co. or it's affiliates. The Oklahoma Corporation Commission is the state regulatory body and maintains complaint history. There are no complaints logged by the Commission relative to Chickasaw.

It's subsidiary, Suretel, Inc. has been operating a competitive local exchange company since August 1997. The only two complaints logged relative to Suretel, Inc. were attributable to delays, lost orders and network deficiencies by the underlying Bell operating company.

Chickasaw Holding Company

Specific Identification & Description

Technical Expertise of Management Staff

Mr. Royce Gaunt, Chairman of the Board, has been active for almost 70 years in providing telephone service in rural southcentral Oklahoma. He inherited the Telephone Company from his father who founded the company in 1909. Mr. Gaunt has always combined the focus of today's operational hurdles with a vision for tomorrow.

Mr. Jack Hester joined the company after serving in the Korean conflict and has built the present central office and outside plant almost single-handedly. This includes being the first CO man in Oklahoma independent telephony to install a digital switch seventeen years ago. In addition, to those responsibilities, he oversees the construction and maintenance of over 500 miles of fiber optic cable.

Mr. J.B. "Sonny" Bright is the President of the wireline LEC, Chickasaw Telephone Co. and has managed the operations and back office for 35 years.

Mr. Phil Baker, CEO, has been affiliated with Chickasaw for 26 years, first as the external auditor and business adviser and for the last eight years as CEO. He is a licensed CPA in the State of Texas and has a BS from the University of Texas.

Mr. Tom Riley, COO, has been employed in the telephone industry for 28 years as an auditor, tax advisor, CFO for 11 years of a multi-state telco for 2 years as COO of Chickasaw. He is an Oklahoma CPA, with BS and MS degrees from the University of Tulsa and Oklahoma State University. He has almost 30 years experience in the telephone cost separations, finance and regulatory matters.

Exhibit "F"

Invoice

SURE-TEL™

(Customer Phone No.)

AMOUNT DUE \$

DUE DATE 03/01/00

If you have any questions about your bill,
please call 1-800-386-5977

Customer Name
Customer Address
City, State, Zip Code

Please pay by the due date above.

Mail in payments may be made by cashier's
check or money order to SURE-TEL, P.O. Box _____

Payment may also be made by credit card.

Please Return This Section with Your Payment!

Account No: (Customer Phone No.)

Date: 02/23/00

SURE-TEL™

If you have any questions about your bill,
please call 1-800-386-5977

ACCOUNT DETAIL

<u>Description</u>		<u>Amount</u>
Previous Account Activity		
Balance Remaining from Last Bill		XX.XX
<hr/>		
Regular Monthly Charges		
Date: 02/23/00 Monthly Recurring Charges	(Customer Phone No.)	
Sure-Tel Guaranteed Local Telephone Service	03/01/00 to 03/31/00	XX.XX
Emergency 911 Area Surcharge	03/01/00 to 03/31/00	X.XX
State Charge - Hearing Impaired Aid	03/01/00 to 03/31/00	X.XX
Federal Communications Commission Tax	03/01/00 to 03/31/00	X.XX
Commission Assessment Fee	03/01/00 to 03/31/00	X.XX
State/Federal Support	03/01/00 to 03/31/00	X.XX
Customer Line Charge (Federal)	03/01/00 to 03/31/00	X.XX
State Charge - Telephone Relay Service	03/01/00 to 03/31/00	X.XX
Optional Features		
Call Waiting	03/01/00 to 03/31/00	X.XX
Caller ID	03/01/00 to 03/31/00	X.XX
Total Federal Tax		X.XX
Total State and Local Taxes		<u>X.XX</u>
Total Amount Due on 03/01/00		XX.XX

IMPORTANT: NOTICE OF SUSPENSION AND DISCONTINUANCE

If your account is unpaid for five (5) days after the due date, service will be suspended for five (5) days. If service is suspended, your telephone number will be reserved for five (5) days, and if you are reconnected within that time, you will be charged a Suspended Service Connection Fee of \$25.00. If your account is not paid within the five (5) day suspension period, your service will be disconnected.

If service is disconnected, and you request to reestablish service, a new telephone number will be assigned and you will be again required to pay a new Guaranteed Service Nonrecurring Charge of \$_____. Prior to any reconnection, you must pay any unpaid charges that are undisputed.

Exhibit "G"

Service Application

AGREEMENT TERMS

SURE-TEL WILL PROVIDE AND TERMINATE TELEPHONE SERVICE ON THE FOLLOWING TERMS:

1. CUSTOMER REQUESTS THAT SURE-TEL PROVIDE TELEPHONE SERVICE AT THE SERVICE ADDRESS STATED ON THE REVERSE SIDE OF THIS AGREEMENT. IF CUSTOMER HAS ANY QUESTIONS OR PROBLEMS CONCERNING THE TELEPHONE SERVICE PROVIDED BY SURE-TEL, CUSTOMER SHOULD CONTACT SURE-TEL AT THE TELEPHONE NUMBERS AT THE BOTTOM OF THE PAGE. ANY SERVICES OR REPAIRS PERFORMED ON CUSTOMER'S TELEPHONE EQUIPMENT, WIRING OR CONNECTIONS WHICH ARE NOT PERFORMED BY SURE-TEL WILL BE DONE AT CUSTOMER'S OWN RISK AND EXPENSE.
2. CUSTOMER AGREES THAT ALL PAYMENTS REQUIRED BY THIS AGREEMENT WILL BE MADE TO SURE-TEL AS DESIGNATED BY SURE-TEL ON THE MONTHLY STATEMENT, IN CASH OR BY MONEY ORDER OR APPROVED CREDIT CARD. THE TOTAL INITIAL PAYMENT, WHICH INCLUDES INSTALLATION FEE AND THE FIRST MONTH'S MONTHLY PAYMENT (IN THE AMOUNTS STATED ON THE REVERSE SIDE HEREOF), MUST BE PAID IN FULL AT THE TIME THIS AGREEMENT IS SIGNED BY CUSTOMER. CUSTOMER AGREES THAT THE TOTAL MONTHLY PAYMENT (IN THE AMOUNT STATED ON THE REVERSE SIDE HEREOF) WILL BE PAID EACH MONTH, IN ADVANCE, AS BILLED TO CUSTOMER BY SURE-TEL.
3. CUSTOMER UNDERSTANDS THAT ALL AGREEMENTS AND OBLIGATIONS OF SURE-TEL ARE SUBJECT TO SURE-TEL'S ACCEPTANCE. WHETHER OR NOT SURE-TEL HAS ACCEPTED THIS AGREEMENT WILL BE COMMUNICATED TO CUSTOMER BY VOICE MAIL MESSAGE WHICH CUSTOMER MAY ACCESS, WITHIN FOUR (4) BUSINESS DAYS OF HIS SIGNING AGREEMENT, BY CALLING THE TELEPHONE NUMBER PROVIDED ON THE REVERSE SIDE HEREOF. IF THIS AGREEMENT IS ACCEPTED BY SURE-TEL, UNDER NORMAL CIRCUMSTANCES, CUSTOMER'S TELEPHONE SERVICE SHOULD BE CONNECTED IN 7-10 BUSINESS DAYS AFTER SUCH ACCEPTANCE. IF NOT SO ACCEPTED, THE TOTAL INITIAL PAYMENT WILL BE REFUNDED TO CUSTOMER. THE TOTAL INITIAL PAYMENT (OR ANY PORTION THEREOF) WILL NOT BE REFUNDED FOR ANY OTHER REASON.
4. CUSTOMER MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING NOTICE TO SURE-TEL. CUSTOMER SHALL PAY ALL TOTAL MONTHLY PAYMENTS IN FULL AS MAY BECOME DUE PRIOR TO THE TERMINATION DATE. WITHIN TEN (10) DAYS AFTER THE TERMINATION DATE, SURE-TEL WILL REFUND TO CUSTOMER THE *PRO RATA* PORTION OF THE LAST PAID TOTAL MONTHLY PAYMENT AS MAY BE ATTRIBUTABLE TO THE DAYS FOR WHICH SERVICE HAS BEEN PAID BUT, BECAUSE OF TERMINATION, IS NOT PROVIDED.
5. CUSTOMER UNDERSTANDS THAT THE MONTHLY PAYMENT, INCLUDING CHARGES FOR OPTIONAL SERVICES AND STATE AND FEDERAL TAXES, SHALL BE PAID IN ADVANCE IN CASH OR BY MONEY ORDER OR APPROVED CREDIT CARD, ON THE FIRST DAY OF EACH MONTH. CUSTOMER WILL BE BILLED FIVE DAYS PRIOR TO THE FIRST OF EACH MONTH AND WILL BE BILLED ON THE SAME DAY EACH MONTH THEREAFTER FOR THE FOLLOWING MONTH'S SERVICE.
6. IF PAYMENT OF ANY TOTAL MONTHLY PAYMENT IS NOT RECEIVED ON OR BEFORE THE FIRST OF EACH MONTH, CUSTOMER'S ACCOUNT WILL BE CONSIDERED DELINQUENT AND CUSTOMER'S SERVICE MAY BE TERMINATED. A LATE CHARGE OF 1 1/2% PER MONTH, OR PART THEREOF, WILL BE ASSESSED AFTER THE DUE DATE FOR THE SERVICE PROVIDED TO THE TERMINATION DATE.
7. SURE-TEL RESTRICTS THE AVAILABILITY OF LONG-DISTANCE SERVICE ON ALL CUSTOMER TELEPHONE SERVICES. THESE RESTRICTIONS WILL PREVENT ANY OR ALL OF THE FOLLOWING TYPES OF LONG DISTANCE TELEPHONE CALLS: DIRECT DIAL CALLS; COLLECT CALLS; OPERATOR ASSISTED CALLS; 900 CALLS; AND THIRD NUMBER-BILLED CALLS. CUSTOMER UNDERSTANDS THAT SUCH RESTRICTIONS ARE NOT 100% EFFECTIVE AND AGREES TO BE RESPONSIBLE FOR ALL LONG DISTANCE OR TOLL CHARGES (INCLUDING 800, 900 OR 976) CHARGES BILLED TO HIS TELEPHONE NUMBER. ADDITIONALLY, CUSTOMER AGREES TO PAY A SERVICE FEE OF \$5.00 PER LONG DISTANCE OR TOLL CHARGE BILLED TO HIS TELEPHONE NUMBER.
8. IF CUSTOMER'S TELEPHONE SERVICE TERMINATES AS A RESULT OF SURE-TEL'S ACTIONS, SURE-TEL WILL RETURN AN AMOUNT OF THE TOTAL MONTHLY PAYMENT FOR THE PERIOD OF TIME DURING WHICH SERVICE WAS NOT IN PLACE AS SUCH TIME IS REFLECTED ON THE BOOKS AND RECORDS OF SURE-TEL. CUSTOMER WAIVES ANY FURTHER CLAIM THAT HE MAY HAVE AGAINST SURE-TEL FOR ANY DAMAGES RESULTING FROM TERMINATED SERVICE EVEN IF CUSTOMER RELIES ON TELEPHONE SERVICE FOR EMERGENCY CALLS. IF CUSTOMER'S TELEPHONE SERVICE TERMINATES FOR ANY REASON BEYOND SURE-TEL'S CONTROL, SUCH AS STRIKES, BROKEN WIRES OR ACTS OF GOD, CUSTOMER SHALL NOT BE ENTITLED TO RECEIVE ANY REFUND EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW OR REGULATION.
9. CUSTOMER AGREES TO INDEMNIFY AND HOLD SURE-TEL AND ANY OF ITS REPRESENTATIVES HARMLESS FROM ANY AND ALL CLAIMS THAT MAY BE MADE AGAINST SURE-TEL AS A RESULT OF PROVIDING CUSTOMER WITH TELEPHONE SERVICE.
10. CUSTOMER ACKNOWLEDGES THAT TELEPHONE SERVICE MAY BE DISCONNECTED AS A RESULT OF (i) CUSTOMER'S FAILURE TO PAY A MONTHLY BILL IN FULL OR ON TIME, (ii) ANY LONG DISTANCE CHARGES BEING BILLED TO HIS TELEPHONE NUMBER, OR (iii) UNAUTHORIZED CHARGES BEING INCURRED FOR TELEPHONE SERVICE.
11. IN THE EVENT THAT CUSTOMER PAYS LESS THAN ONE MONTH'S FULL PAYMENT AND COMPANY ACCEPTS THE SAME, AN ADDITIONAL 25% ADMINISTRATIVE SERVICE FEE ON THE PARTIAL PAYMENT WILL BE PAID BY CUSTOMER TO SURE-TEL IN ADDITION TO THE TOTAL MONTHLY PAYMENT FOR SERVICES.
12. IF SURE-TEL IS REQUIRED TO COMMENCE LEGAL ACTION TO COLLECT ANY SUMS DUE FROM CUSTOMER, CUSTOMER AGREES TO BE LIABLE FOR AND TO PAY ALL REASONABLE LEGAL FEES, COSTS AND RELATED EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED IN SURE-TEL'S COLLECTION EFFORTS. ANY DISPUTES ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, WHERE THE INJURED PARTY CLAIMS DAMAGES INDIVIDUALLY OR IN THE AGGREGATE IN EXCESS OF \$3,000.00, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO MAKE ANY AWARD THAT PROVIDES FOR PUNITIVE OR EXEMPLARY DAMAGES. THE ARBITRATION AWARD, IF ANY, SHALL BE ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF OKLAHOMA.
13. CUSTOMER UNDERSTANDS THAT HE IS ENTERING INTO A CONTRACTUAL AGREEMENT WITH SURE-TEL TO ACT AS HIS COMMUNICATIONS REPRESENTATIVE FOR ALL NEGOTIATIONS WITH THE APPLICABLE PRIMARY LOCAL EXCHANGE PROVIDER OF TELEPHONE SERVICE. UNDER THE TERMS OF THIS AGREEMENT, CUSTOMER AUTHORIZES SURE-TEL TO HANDLE ALL NEGOTIATIONS FOR SERVICE REQUESTS AND THE ISSUANCE OF ORDER ON HIS TELEPHONE SERVICE AT THE SERVICE ADDRESS PROVIDED ON THIS AGREEMENT AND ON THE TELEPHONE NUMBER ISSUED TO CUSTOMER BY SURE-TEL UNTIL FURTHER NOTICE. THIS AUTHORIZATION DOES NOT PRECLUDE CUSTOMER'S ABILITY TO ACT ON HIS OWN BEHALF TO CHANGE TELEPHONE SERVICE PROVIDERS.

CUSTOMER'S SECOND MONTH'S TOTAL MONTHLY PAYMENT WILL BE PRO RATED BASED ON THE NUMBER OF DAYS CUSTOMER'S SERVICE WAS CONNECTED DURING THE INITIAL MONTH. THIS AMOUNT WILL BE REFLECTED ON THE FIRST STATEMENT WHICH WILL BE MAILED TO CUSTOMER FIVE DAYS PRIOR TO THE FIRST OF THE NEXT MONTH.

SURE-TEL, PHONE: (800) 386-5977

LSA001/112399

SURE-TEL™

Guaranteed* Service Order Form - Service Agreement

SERVICE INFORMATION

Smith Joe
10100 AZALIA
MILAN TWP, MI 48110

BILLING INFORMATION

Joe Smith
10100 AZALIA
MILAN TWP, MI 48110

Guaranteed Services

UPON RECEIPT OF THE INITIAL PAYMENT AND SUBJECT TO ACCEPTANCE BY SURE-TEL (SEE PARAGRAPH 3 ON TERMS). SURE-TEL AGREES TO PROVIDE TELEPHONE SERVICE TO THE ABOVE SERVICE ADDRESS. TELEPHONE EQUIPMENT OF ANY TYPE IS NOT PROVIDED AS PART OF THIS AGREEMENT. ALL TELEPHONE EQUIPMENT AND THE PURCHASE AND MAINTENANCE OF SUCH EQUIPMENT IS CUSTOMER'S RESPONSIBILITY. CUSTOMER IS NOT REQUIRED TO PURCHASE ANY EQUIPMENT FROM SURE-TEL OR ANY AUTHORIZED AGENT OF SURE-TEL. SURE-TEL DOES NOT IN ANY MANNER ASSUME ANY RESPONSIBILITY OR OBLIGATION WITH RESPECT TO TELEPHONE EQUIPMENT, WIRING OR CONNECTIONS. AT CUSTOMER'S REQUEST, SURE-TEL WILL PROVIDE REPAIR SERVICES AT ITS NORMAL RATES OR WILL PROVIDE A LIST OF TELEPHONE REPAIR COMPANIES AVAILABLE TO PERFORM REPAIRS AT CUSTOMER'S EXPENSE. IF CUSTOMER ELECTS TO PURCHASE SURE-TEL'S "INSIDE WIRE MAINTENANCE" PLAN, A REDUCED TRIP CHARGE OF \$10.00 (PLUS APPLICABLE TAX) WILL BE CHARGED. OTHERWISE, A TRIP CHARGE OF \$29.95 WILL BE CHARGED. CUSTOMER MAY ALSO CHOOSE ANY INDIVIDUAL OR COMPANY OF HIS CHOICE TO PROVIDE THESE SERVICES AT CUSTOMER'S OWN RISK AND EXPENSE.

BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT HE UNDERSTANDS THE TERMS OF THIS AGREEMENT, INCLUDING THE TERMS ON THE BACK HEREOF, AND AGREES TO ABIDE AND BE BOUND THEREBY.

Service	First Month Sure-Tel Payment	Installation Fee	Initial Payment	Regular Monthly Payment
Guaranteed Service	51.16	34.00	85.16	51.16
Inside Wiring Maintenance	2.00	N/C	2.00	2.00
Call Waiting	4.95		4.95	4.95
<i>Optional Features</i>				
Call Forward	4.95			
Call Return	4.95			
Auto Redial	4.95			
3-Way Calling	4.95			
Speed Dial	4.95			
Caller ID	8.95			
Installation for any or all of the above optional features		4.95	4.95	
Unlisted Number	4.95	6.95		
Other Features				
Deferred Amount(s)**		41.77	-41.77	
Sales Tax			4.66	4.83
Total			59.95	62.94

Amount Paid

\$

Please Sign this form and return with money order for **\$ 59.95** to:
SureTel Detroit Call Center
14661 Telegraph Rd
Redford, MI 48239-3300

Your order number is: **021655**

Thank you for choosing

SURE-TEL™

SureTel Detroit Call Center
14661 Telegraph Rd
Redford, MI 48239-3300

If you have any questions, please call (313) 541-2740 or 1-800-386-5977 if outside the local calling area.

01/05/00 134615

Customer's Signature

Date

* Where residential service is available and subject to acceptance by Sure-Tel.

** Partial installation expenses deferred over 4 month period. See attached explanation sheet for details.

SURE-TEL™, Inc.

Service Order: 021655

SureTel Detroit Call Center
14661 Telegraph Rd
Redford, MI 482393300

January 05, 2000

Joe Smith
10100 AZALIA
MILAN TWP, MI 48110

Dear Joe Smith:

Welcome to **Sure-Tel**! We are glad to serve as your new phone company. We are dedicated to providing you the finest quality of service available anywhere.

Sure-Tel and its parent company have been providing high quality phone service for more than 89 years. We provide our own service technicians and stores to serve you. This means you get the fast, friendly, personal service you deserve. And because we have many locations, when you call Sure-Tel, you talk to a real person - not a recording!

We believe that honesty is the best policy and will never hide fees or charges in your monthly bill. Listed below you will find the amounts of your payments with Sure-Tel. All the prices include all applicable state and local taxes and fees, with payments due and payable on the first of each month.

First Billed Payment*	Second Billed Payment	Third Billed Payment	Fourth Billed Payment	Regular Monthly Payment
\$ 45.06	\$ 74.01	\$ 74.01	\$ 74.01	\$ 62.94

Thank you for choosing **Sure-Tel**. We look forward to developing a long standing relationship. If you ever have a question about your bill or your service, please feel free to call us at **(800) 386-5977** or contact your local Sure-Tel store or reseller. We look forward to serving you - - and remember to tell your friends and neighbors about us.

Sincerely,

Sure-Tel

* Estimated amount based on service commencing in 9 days. Actual amount may vary based on actual in-service date.

Exhibit "H"

Informational Tariff

TELECOMMUNICATIONS SERVICES

DESCRIPTION OF SERVICESLocal Telephone Service

The Company's Local Telephone Service is provided by the Company through resale of services provided by an underlying carrier which enables the Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access 911 Emergency Service if available in the Customer's area;
- Where available, place calls to toll-free "800" or "888" telephone numbers.

The Company's service cannot be used to originate calls to other companies' caller-paid information services (e.g. "900", "976", "711").

Guaranteed ServiceSM

Guaranteed ServiceSM provides the Customer with a single, voice-grade communications channel. Each will include a telephone number. Guaranteed ServiceSM does not include any long distance service or other toll services, nor local measured or other usage sensitive services. The following types of calls and services may be blocked by the Company: long distance; collect calls; local and toll operator-assisted calls; third-number billed calls; or, any service that may be billed to the Customer's telephone number. Any charges for long distance, toll or other services are billed to, due from and payable by the Customer.

Standard Features

Each Guaranteed ServiceSM Customer is provided with **only** local telephone service.

Optional features:

Call Waiting. A tone signals the subscriber to indicate that another call is waiting. The Customer can answer the second call by flashing the switchhook or by hanging up the phone.

Call Forwarding. The Customer may direct incoming calls to the Customer's telephone number to be routed to a Customer-defined telephone number.

Three-Way Calling. The Customer may sequentially call up to two other Customers' telephone numbers and add the calls together making a three-way call.

Nonpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

Speed Dial. The Customer may pre-select up to eight (8) pre-programmed telephone numbers by dialing a one or two-digit code.

Call Return. The Customer may return the last call to the Customer's telephone number by dialing a one or two-digit code.

Auto Redial. This feature allow the customer to redial automatically the last outgoing telephone number.

Caller ID. This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls

Issued:

Effective:

Thomas F. Riley, Chief Operating Office
Suretel, Inc.
5 N. McCormick, Oklahoma City, Oklahoma 73127

TELECOMMUNICATIONS SERVICES

Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

Service Area

Local Exchange Service is provided in the Local Service Areas as defined by the exchange service area maps of BellSouth and Sprint/United on file with the Tennessee Regulatory Authority by, as they may be amended from time-to-time. Suretel concurs with the exchange area maps and boundary descriptions filed with the Commission by BellSouth/Sprint United. Those exchanges are:

Issued:

Thomas F. Riley, Chief Operating Office
Suretel, Inc.
5 N. McCormick, Oklahoma City, Oklahoma 73127

Effective:

TELECOMMUNICATIONS SERVICES

RATES AND CHARGESGuaranteed ServiceSM.

A Guaranteed Service Customer will be charged applicable Nonrecurring Charges and Monthly Recurring Charges as specified below:

		<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
A.	Basic Guaranteed Service :	\$	\$
	Enhanced Guaranteed Service*:		
B.	Optional Features:		
	Call Forwarding	\$	\$
	Call Waiting with Cancel	\$	\$
	Three-Way Calling	\$	\$
	Nonpublished Number	\$	\$
	Speed Dial	\$	\$
	Call Return	\$	\$
	Auto Redial	\$	\$
	Caller ID-Name/Number	\$	\$
C.	Other Charges:		
	Account transfer to new address	N/A	\$
	Change name/phone number or other information on an account	N/A	\$
	Directory Listing	N/A	N/C
	Return Check Charge	N/A	\$
	Suspended Service Continuation fee	N/A	\$
	Return Check Charge	N/A	\$

* Enhanced Guaranteed Service includes Basic Guaranteed Service plus Call Waiting.

Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by thirty (30) days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

Administrative Handling Charge

Should the customer choose to pay for service on a weekly or other basis, less than the monthly billing time frame, the Guaranteed Service rate shall increase 10% for administrative handling of payments for that customer.

 Issued:

Thomas F. Riley, Chief Operating Office
Suretel, Inc.
5 N. McCormick, Oklahoma City, Oklahoma 73127

 Effective: